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August 4, 2003. DOCKET ROOM

Deborah Taylor, Tate Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *Petition for Arbitration of ITC DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996*
Docket No. 03-00119

Dear Chairman Tate:

Please accept for filing in the above-captioned proceeding the original and fourteen copies of Direct Testimony of the following on behalf of ITC^DeltaCom:

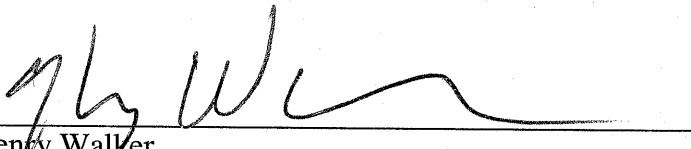
Joseph Gillan,
Don J. Wood
Mary Conquest
Jerry Watts
Steve Brownworth

I have enclosed an additional copy to be stamped "filed." I appreciate your assistance in this matter.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:


Henry Walker
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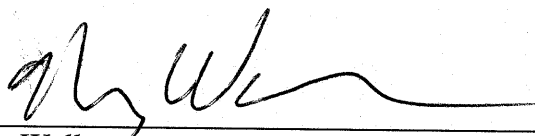
HW/pp
Encl.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via U.S. Mail, postage prepaid, to:

Guy Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

on this the 4th day of August, 2003.



Henry Walker

1 **Q: PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2 A: My name is Steve Brownworth. I am an employee of ITC^DeltaCom
3 Communications, Inc. ("ITC^DeltaCom"), and my business address is 1791 O.G.
4 Skinner Drive, West Point, Georgia 31833.

6 **Q: PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND BACKGROUND.**

7 A: My education and relevant work experience are as follows:

8 I received a bachelor's degree with a major in Quantitative Methods from the
9 University of Illinois – Chicago in 1982. I have over 20 years of
10 telecommunications experience. My experience primarily lies in the design and
11 deployment of IXC and CLEC architecture.

13 Currently I'm the Director of Systems Planning for ITC^DeltaCom. I am
14 responsible for the network architecture of the local and long-distance voice
15 network, data network (ATM/Frame/IP) and our fiber optic transport network. I've
16 been in this position for the last eight years. In my role at ITC^DeltaCom, I've
17 assisted other companies in their initial network design and configurations
18 including SoLinc, PowerTel and Mindspring. These responsibilities include off-
19 net vendor management, the negotiation of contracts with ITC^DeltaCom's IXC
20 and CAP providers and determining how to best utilize the facilities offered in the
21 interconnection agreement in the ITC^DeltaCom network.

23 Prior to joining ITC^DeltaCom, I spent five years, 1989-1994, with MCI as Sr.

1 Manager, Network Design, managing strategic designs of their SONET
2 transmission deployment, real-time restoration and reliability plans, dynamic
3 switch routing and capital cost justifications. Prior to MCI, from 1982 to 1989, I
4 held management positions with Telecom*USA, SouthernNet and Telesphere, in
5 switch network design, traffic engineering, line cost, and provisioning.
6

7 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS AUTHORITY?**

8 **A:** No.
9

10 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 **A:** The purpose of my testimony is to address unresolved issues concerning
12 network interconnection and various other network operations issues.
13

14 **Issue 8(a): Integrated or Universal Digital Loop Carrier ("IDLC" and "UDLC")**

15 **Q: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE AN UNBUNDLED LOOP**
16 **USING IDLC TECHNOLOGY TO ITC^DELTACOM THAT WILL ALLOW**
17 **ITC^DELTACOM TO PROVIDE CONSUMERS THE SAME QUALITY OF**
18 **SERVICE AS THAT OFFERED BY BELLSOUTH TO ITS CUSTOMERS?**

19 **A:** Yes. IDLC is very important to ITC^DeltaCom because if unbundled local
20 switching is no longer available or is only available in some areas, then the
21 quality of loop delivered is critical. It is imperative that ITC^DeltaCom be able to
22 order a local loop on behalf of the end user customer and that local loop should
23 receive the same quality of service that BellSouth currently offers that same

1 customer. In other words, BellSouth should not provide a degraded local loop to
2 ITC^DeltaCom. By having access to IDLC technology or ensuring that there are
3 no additional analog to digital (A to D) conversions, the end user consumer will
4 be assured, when they move from one carrier to another, that they will have the
5 same quality local loop.
6

7 **Q: WHY IS THE ANALOG TO DIGITAL (A TO D) CONVERSION CONCEPT**
8 **IMPORTANT?**

9 A: Additional A to D conversions cause problems associated with quality voice call,
10 fax, and dial-up internet services. BellSouth's position seems to be that if the
11 loop meets the minimum voice grade standards for the customer, regardless of
12 quality of the local loop pre-conversion, it has met its obligations to
13 ITC^DeltaCom. However, the customer perceives and experiences a degradation
14 in service. Customers' typical experiences in this regard include problems with
15 modem speed on dial-up internet/data services, fax, noise/static on the line and
16 other quality issues.
17

18 **Q: BELLSOUTH'S POSITION ON IDLC IS FOR ITC^DELTACOM TO FOLLOW**
19 **THE NEW BUSINESS REQUEST PROCESS. HOW DO YOU RESPOND TO**
20 **THIS?**

21 A: We have been working with BellSouth on the implementation of language that
22 requires no additional analog to digital conversions into our local service orders
23 and the network. Therefore no new business request should be required.

1
2 Furthermore, IDLC technology is not new and should not require a new business
3 request from BellSouth. IDLC technology makes the BellSouth network more
4 efficient by relying on less copper wire, providing protection switching, forwarding
5 alarms, and working with larger size line counts in terms of the efficiency of
6 network itself. If IDLC is not used by BellSouth the manner that ITC^DeltaCom is
7 serviced will translate into additional signal regeneration, additional amplifiers,
8 additional use of copper, all of which causes increased cost to BellSouth as well
9 as poor quality to the consumer.

10
11 BellSouth does not give ITC^DeltaCom a clear alternative in the migration of
12 customer IDLC loops to ITC^DeltaCom without causing additional A to D
13 conversions. It is important for the customer to receive the same level of service
14 and quality on the loop with BellSouth as with ITC^DeltaCom. The manner in
15 which BellSouth designs and manages the local network with respect to CLECs
16 does not allow parity at the customer level. The FCC in its UNE Remand Order
17 made it clear that a loop network elements includes all "features, functions, and
18 capabilities of the transmission facilities, including dark fiber and attached
19 electronics..." and "capabilities" would necessarily include the speed associated
20 with an IDLC loop.¹ Further, the FCC stated that "(t)he definition of a network
21 element is not limited to facilities, but also includes features, functions and
22 capabilities as well. Some loops, such as integrated digital loop carrier (IDLC) are

¹ *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket 96-98, Rel. Nov. 5, 1999, ¶ 167.

1 equipped with multiplexing devices, without which they cannot be used to
2 provides service to end users. Because excluding such equipment from the
3 definition of the loop would limit the functionality of the loop, we include the
4 attached electronics... within the loop definition.”² Finally, the FCC stated that
5 nondiscriminatory access means “at least two things: first the quality of an
6 unbundled network element that an incumbent LEC provides, as well as the
7 access provided to that element, must be equal between all carriers requesting
8 access to that element; second, where technically feasible, the access and
9 unbundled network element provided by an incumbent LEC must be provided in
10 “substantially the same time and manner” to that which the incumbent provides
11 to itself.”³

12
13 ITC^DeltaCom cannot compete in the marketplace with BellSouth if the loops
14 offered to ITC^DeltaCom are significantly different in terms of quality from the
15 loops that BellSouth uses to service their own customers.

16
17 **Issues 11(b): Access to UNEs**

18 **Q: MR. WATTS IS PROVIDING TESTIMONY REGARDING SUBPART (A) OF**
19 **ISSUE 11. WHAT IS ITC^DELTACOM’S POSITION REGARDING ISSUES**
20 **11(B)?**

21 **A:** Issue 11(b) addresses BellSouth’s requirement for UNEs to be delivered to
22 ITC^DeltaCom’s collocation arrangement. ITC^DeltaCom asserts that this is not

² Id. At ¶175.

³ Id. At ¶ 490.

1 a valid requirement and that UNEs are currently being provided without being
2 delivered to a collocation arrangement. BellSouth does not cite, nor can it, any
3 federal or state authority for imposing such an illegal restriction on a competitor's
4 ability to access BellSouth's network under Section 251 of the Act. Such a
5 restraint would be starkly inconsistent with the Supreme Court's interpretation of
6 Section 251(c)(3) of the Act. In rebuffing the ILECs' challenge to the FCC's so-
7 called "all elements rule" (allowing competitive carriers to use any or all of the
8 ILEC's network elements to create a telecommunications service), the Supreme
9 Court has stated, we think, that the FCC reasonably omitted a facilities-
10 ownership requirement. The 1996 Act imposes no such limitation; if anything, it
11 suggests the opposite, by requiring in Section 251(c)(3) that incumbents provide
12 access to 'any' requesting carrier.

13
14 Therefore, given that the neither the Act—as interpreted by the FCC, and
15 affirmed by the Supreme Court—nor this Authority has ever imposed a
16 collocation requirement on requesting carriers' ability to access UNEs, BellSouth
17 cannot present any justification that would compel such a requirement at this
18 time.

19
20 ITC^DeltaCom recommends that BellSouth's requirement regarding delivery of
21 UNEs to collocation arrangements be denied and that the following language be
22 approved:

23 BellSouth shall deliver the Network Elements purchased by ITC^DeltaCom

1 in compliance with FCC and Authority rules.

2
3
4 **Q: DO YOU HAVE ANY RECENT EXAMPLES THAT YOU WOULD LIKE TO**
5 **CITE?**

6 A: Yes. ITC^DeltaCom is working with a CLEC where the CLEC would like to utilize
7 ITC^DeltaCom's existing collocation resources. ITC^DeltaCom provided the
8 CLEC with a Letter of Authorization ("LOA") allowing that CLEC to place UNE
9 orders with BellSouth into our collocations. BellSouth rejected the CLEC's
10 orders. BellSouth informed ITC^DeltaCom that it would process the UNE orders
11 if the CLEC reordered these services as special access. BellSouth suggested
12 as an alternative that ITC^DeltaCom could place all the UNE orders for the
13 CLEC. This example clearly shows that BellSouth's treatment of UNEs to a
14 collocation is discriminatory when compared to the use of the equivalent Special
15 Access services to the same collocation.

16
17 **Q: WHAT IS THE IMPACT TO ITC^DELTACOM IF ITC^DELTACOM ORDERS**
18 **THE UNE SERVICES FOR THE OTHER CLEC?**

19 A: CLECs have their own operational systems and processes between themselves
20 and BellSouth. Inserting ITC^DeltaCom as the ordering entity does not add any
21 value to this process and in fact will significantly slow the process of provisioning
22 customers. Additionally, we do not believe we are required to resell BellSouth
23 UNE elements in order for another CLEC to utilize our collocation space.

1
2 **Q: WHY IS IT IMPORTANT FOR CLECS TO UTILIZE OR SHARE**
3 **COLLOCATION SPACE?**

4 A: The telecommunications industry and more specifically CLECs have very limited
5 capital dollars available for network expansion. Where one CLEC has deployed
6 capital to expand in the local network, it would be reasonable for other CLECs to
7 utilize that collocation space and share this capital resource. The sharing of
8 resources allows the CLEC that deployed the capital to more fully utilize its
9 capital, thereby improving the return on the investment, and allows the other
10 CLEC to preserve capital or to utilize capital in other areas of its network.
11
12

13 **Issue 20(b): SS7 Point of interconnection**

14 **Q: PLEASE DESCRIBE ITC^DELTACOM'S UNDERSTANDING AND POSITION**
15 **REGARDING SS7 SIGNALING POINT OF INTERCONNECTION ("SPOI").**

16 A: The SPOI should be either the BellSouth or CLEC serving wire center, as
17 opposed to the mutually acceptable point of interconnection. The mutually
18 acceptable SPOI language does not work because BellSouth and ITC^DeltaCom
19 have different opinions on the SPOI.
20

21 ITC^DeltaCom's position is that it is willing to put the SPOI into BellSouth's
22 network up to a reasonable point. We believe this reasonable point to be the
23 Serving Wire Center of the Carrier POP out of which ITC^DeltaCom hands the

1 SS7 links to BellSouth. In this manner, ITC^DeltaCom pays for the facility from
2 the BellSouth Serving Wire Center to the ITC^DeltaCom POP and from the
3 ITC^DeltaCom POP, ITC^DeltaCom will use its own transport on its own network
4 back to our STPs located in Atlanta, GA and Anniston, AL. We are not asking
5 BellSouth to interconnect in Anniston or Atlanta into our POP space.
6

7 **Q: BELLSOUTH'S POSITION SEEMS TO BE THAT ITC^DELTACOM SHOULD**
8 **PAY FOR 100% OF THE COSTS TO THE BELLSOUTH STP. DO YOU**
9 **AGREE?**

10 **A:** No. BellSouth wants to treat the SS7 arrangement in a non-reciprocal manner.
11 Both companies use the SS7 network equally. BellSouth is a customer of
12 ITC^DeltaCom as much as ITC^DeltaCom is a customer of BellSouth.
13 BellSouth-originated phone calls terminating to ITC^DeltaCom customers utilize
14 the SS7 network. BellSouth is able to benefit from the SS7 network in terms of
15 completing their phone calls to the ITC^DeltaCom network. Therefore, it is
16 reasonable for BellSouth to pay for a fair portion of the connections between the
17 STPs. Up to this point, ITC^DeltaCom has paid for 100% of the transport costs.
18

19 **Q: HOW SHOULD THE AUTHORITY RULE ON THIS ISSUE?**

20 **A:** The Authority should set a reasonable, pre-determined SPOI where both
21 companies share in the costs of transport between STP pairs.
22
23

1 **Issue 21: Dark Fiber Availability**

2 **Q: SHOULD BELLSOUTH MAKE AVAILABLE TO ITC^DELTACOM DARK**
3 **FIBER LOOPS AND TRANSPORT AT ANY TECHNICALLY FEASIBLE**
4 **POINT?**

5 A: Yes. ITC^DeltaCom can pick up the dark fiber loop at areas other than the
6 collocation site. BellSouth wants to require ITC^DeltaCom to pick up such loops
7 only at the ITC^DeltaCom collocation site. Also, ITC^DeltaCom may want to
8 interconnect with another CLEC, and as such, ITC^DeltaCom would pick up the
9 dark fiber loop at the other CLEC's collocation site. By allowing ITC^DeltaCom to
10 access dark fiber at any technically feasible point, the Authority would impose no
11 greater burden on the BellSouth than that which BellSouth routinely undertakes
12 itself to use dark fiber.

13
14 ILECs regularly deploy fiber in segments with planned "breaks" in the path.
15 These planned breaks also occur at points where larger backbone cable meets
16 smaller distribution or lateral cables that connect to specific customer locations or
17 remote terminals. In order to build maximum flexibility in how it uses its deployed
18 fiber, the ILEC will place splice cases at these mid-span breaks. At these splice
19 cases the ILEC can splice strands of fiber together in order to complete a path
20 from one location (usually an ILEC central office) to another location, (usually a
21 customer premises, remote terminal or with interoffice fiber another central
22 office). Deployed fiber is also frequently left unconnected when that fiber path
23 ends at a customer premises or remote terminal. When there is additional

1 demand for that fiber, additional fiber will be terminated. The function of
2 termination actually involves a splice.

3
4 Further, the current NewSouth/BellSouth Tennessee interconnection agreement,
5 attached as Exhibit A, contains language whereby BellSouth has agreed to make
6 dark fiber available to NewSouth at any technically feasible point.

7
8 **Q: BELLSOUTH BELIEVES THAT DARK FIBER SHOULD ONLY BE AVAILABLE**
9 **TO ITC^DELTACOM AT ITC^DELTACOM COLLOCATION SPACE WITHIN**
10 **THE BELLSOUTH CENTRAL OFFICE. DO YOU AGREE?**

11 A: No. Dark fiber should be available at points other than the ITC^DeltaCom
12 collocation site within the BellSouth central office. There are two good examples
13 of why it is not practical to always meet at ITC^DeltaCom's collocation space:

14 (1) ITC^DeltaCom and other CLECs may choose to combine or share
15 collocation sites. Capital availability to CLECs is such that CLECs
16 cannot continue to put in separate collocations and are seeking
17 ways to share collocation sites and thereby reduce the amount of
18 capital and expense for the deployment of local networks. One of
19 the items we ask for is that dark fiber be delivered to collocation
20 sites of other CLECs where ITC^DeltaCom and the CLEC have
21 agreements to share networks.

22 (2) Often when ITC^DeltaCom is working with BellSouth on dark fiber,
23 the fiber may not be available at a building or central office, but may

1 be available at a manhole or some other access point directly
2 outside of a customer location or serving wire center. Where
3 ITC^DeltaCom or another carrier has fiber into the building, we
4 request that BellSouth meet us at that manhole (fiber splice point)
5 and we can take the fiber into that central office or building on our
6 own facilities. We have several examples of where we work
7 cooperatively with BellSouth today. There are situations that exist
8 today in Atlanta and New Orleans, where ITC^DeltaCom meets
9 BellSouth with dark fiber at different points that dealt with access
10 directly outside of the central office or directly outside of the
11 building. This position is a sound and reasonable business practice
12 that needs to be continued.

13
14 **Q: WHAT POSITION HAVE OTHER COMMISSIONS TAKEN ON THIS ISSUE?**

15 A: Many state commissions have recognized that the ILEC's refusal to splice
16 and terminate dark fiber for CLECs violates their unbundling obligations and
17 unreasonably limits the amount of unbundled dark fiber available to CLECs.
18 SBC, for example, has argued before state commissions in California, Indiana
19 and Texas that because un-terminated fiber is not connected to equipment at the
20 customer location at the termination point it need not be unbundled. The
21 California Public Utilities Commission ("California PUC") rejected SBC's
22

1 contention noting that it “is an attempt to define away its legal obligations”⁴ and
2 that the California PUC did “not want to set a rule in place that would allow [SBC]
3 to evade its obligations to unbundle dark fiber for CLECs, as mandated by the
4 FCC.”⁵ Likewise, SBC made similar assertions with a similar result before the
5 Texas Public Utilities Commission (“Texas PUC”). The Texas PUC found:

6 *that SWBT incorrectly interprets the FCC’s intention. SWBT states*
7 *that, consistent with the FCC’s mandate in Paragraph 328, it is*
8 *only obligated to provide dark fiber as a UNE if the fiber connects*
9 *two points in SWBT’s network. The Arbitrators, however, agree with*
10 *CoServ’s argument that “connectivity does not equal termination.”*
11 *Consequently, the Arbitrators find that the UNE Remand Order*
12 *discussed connectivity in the context of distinguishing dark fiber*
13 *that was already “in place and called into service” from the*
14 *example of unused copper wire “stored in a spool in a warehouse.”*⁶

15 Accordingly, the Texas PUC ruled that ‘unterminated and unspliced fibers
16 should be made available to [the CLEC] for use as UNE dark fiber,” and

⁴ Application by Pacific Bell Telephone Company (U 1001 C) for Arbitration of an Interconnection Agreement with MCI Metro Access Transmission Services, L.L.C. (U 5253 C) Pursuant to Section 252(b) of the Telecommunications Act of 1996, A.01-01-010, Final Arbitrator’s report Cal. PUC, July 16, 2001 at 139.

⁵ Id. at 130.

⁶ Docket 23396, Petition of CoServ, Inc. for Interconnection Agreement with SWBT, Arbitration Award at 139, TX PUC, April 17, 2001.

1 that "[SBC] has an obligation to provide that unspliced UNE dark fiber to
2 [the CLEC] and splice it upon request."⁷

3 The Texas PUC explained its decision by noting that it found "no reason to
4 distinguish between fiber that is deployed and spliced and fiber that is
5 deployed and un-spliced; doing so would limit [CLECs'] ability to request
6 UNE dark fiber."⁸

7
8 In light of these facts, the Authority should adopt the best practices regarding
9 splicing and termination of dark fiber developed by state commissions around the
10 country and incorporate the findings into its rules. The Authority should allow
11 ITC^DeltaCom to access dark fiber at any technically feasible point in its network,
12 even if providing such access would require BellSouth to undertake fiber splicing
13 for ITC^DeltaCom. By adopting a progressive stance regarding the efficient use
14 of ILEC excess capacity, the Tennessee Regulatory Authority would be following
15 the best practices of other state commissions that have examined this issue.
16

17 ITC^DeltaCom also asks that the Authority recognize that CLECs need to have
18 the capability to share capital within a central office by allowing CLECs to order
19 services into each other's collocation space. ITC^DeltaCom also requests that
20 the Authority recognize that access points immediately outside of a central office

⁷ *Petition of El Paso Networks, LLC for Arbitration of an Interconnection Agreement with Southwestern Bell Telephone*, Docket No. 25188, at 139, TX PUC, July 31, 2002 ("EPN Texas Revised Arbitration Award").

⁸ EPN Texas Revised Arbitration Award, at 139.

1 or building should be made available to CLECs when BellSouth does not have
2 access or capacity into a Central Office or building, but the CLEC does have
3 such access.
4

5 **Issue 36: UNE/ Special Access Combinations**

6 **Q: SHOULD ITC^DELTACOM BE ABLE TO CONNECT UNE LOOPS TO**
7 **SPECIAL ACCESS TRANSPORT?**

8 A: Yes. In the current interconnection agreement ITC^DeltaCom is allowed to
9 interconnect special access transport to UNE loops. BellSouth seeks to remove
10 that capability from our contract after agreeing to this language in past. There
11 are various circumstances where ITC^DeltaCom has special access services in
12 combinations with UNEs today and ITC^DeltaCom should not be forced to make
13 changes to the existing network.
14

15 ITC^DeltaCom also believes the FCC will address the issue of UNE special
16 access combinations in the concept of commingling in their Triennial Review
17 Order. ITC^DeltaCom therefore reserves the right to supplement this response
18 as necessary.
19

20 **Q: WHAT SHOULD THE AUTHORITY ORDER ON THIS ISSUE?**

21 A: The Authority should approve the existing language for the full term of the
22 interconnection agreement.
23

1 **Issue 37: Conversion of Special Access to a UNE Loop**

2 **Q: WHAT IS ITC^DELTACOM'S POSITION WITH REGARD TO BEING ABLE TO**
3 **CONVERT SPECIAL ACCESS LOOPS TO UNE LOOPS?**

4 A: ITC^DeltaCom should be able to convert FCC Special Access loops that
5 terminate into an ITC^DeltaCom collocation into an UNE loop. BellSouth's
6 position seems to be that the FCC did not address the conversion of stand-alone
7 elements, which are elements that terminate into a collocation agreement.
8 However, with the UNE local loop ITC^DeltaCom is actually billed three different
9 elements: the loop going to the customer premise, a UNE cross connect charge
10 and a UNE physical POP bay charge. ITC^DeltaCom has three different network
11 elements being combined between the customer premise and our collocation and
12 because of this combination we see no reason why we should not be able to take
13 those network elements and convert them from a special access service.
14 Further, BellSouth has agreed to language with AT&T in other states whereby
15 BellSouth has agreed to convert a special access loop to a UNE loop that goes
16 to a collocation site without any disconnection to the customer.

17
18 BellSouth is trying to make it more difficult for ITC^DeltaCom to legitimately
19 convert its network to UNE elements where it has a right to do so.
20

21 **Q: HOW SHOULD THE AUTHORITY RULE ON THIS ISSUE?**

22 A: ITC^DeltaCom seeks to obtain UNE rates for those loops being used to provide
23 local service and that terminate to ITC^DeltaCom's collocation without causing its

1 customers an outage.

2
3 **Issue 57: Rates and Changes for Conversion of Customers from Special Access**
4 **to UNE-Based Service**
5

6 **Q: WHAT IS ITC^DELTACOM'S POSITION REGARDING THIS ISSUE?**

7 A: This is the case where the local loop or the EEL is already in service. This is a
8 conversion where there is no disconnect and reconnect, but simply a billing
9 change. ITC^DeltaCom's position is because there is no change in the physical
10 makeup of the loop, that this should be an administrative charge only.
11 ITC^DeltaCom's position is that BellSouth and AT&T current interconnection
12 agreements in other states permit AT&T to send a spreadsheet with a list of
13 special access circuits to be converted to a UNE loop that goes into a collocation.
14 This practice should also be extended to ITC^DeltaCom and in Tennessee.

15
16 BellSouth's position, as we understand it, is that it is not required to perform
17 conversions of special access to UNE, except for specific combinations.
18 BellSouth is simply trying to utilize the FCC to ask it to list or order it to list every
19 conceivable combination, and in not doing so, it is up to ITC^DeltaCom to go
20 through a new business request where such things could take anywhere from a
21 minimum of 90 to 120 days to work out the issue that BellSouth has already
22 worked out with AT&T. This issue is not outside of the scope of the
23 interconnection agreement, as BellSouth alleges. We are simply taking special
24 access circuits and moving them over to UNE based services.
25

1 There could be a reasonable administrative charge. ITC^DeltaCom wants to
2 insure there is no disconnect or reconnect, i.e., there is no outage or impact to
3 the customer. Further, ITC^DeltaCom does not want to pay for the full installation
4 charges of the FCC circuit and then turn around and incur the full installation
5 charges of a UNE circuit.
6

7 **Issues 44 and 46: Establishment of Trunk Groups for Operator and Emergency**
8 **Services and Busy Line Verify ("BLV") and Busy Line Verify Interrupt ("BLVI")**
9

10 **Q: WHY IS THE ESTABLISHMENT OF OPERATOR TRUNKS IMPORTANT TO**
11 **ITC^DELTACOM?**

12 **A:** Trunks between the operator centers of BellSouth and ITC^DeltaCom have been
13 in place since 1998. The operator services and the trunks used to provide these
14 operator services have been in place for the last five years. During this time
15 period, the rates, terms and conditions have been in the interconnection
16 agreements. ITC^DeltaCom is one of a few CLECs that has its own operator
17 services operation.
18
19

20 **Q: BELLSOUTH WOULD LIKE ITC^DELTACOM TO FILL OUT A BFR (BONA-**
21 **FIDE REQUEST) TO PROVIDE THIS SERVICE GOING FORWARD. PLEASE**
22 **COMMENT.**

23 **A:** ITC^DeltaCom should not have to file a BFR for additional trunk groups or re-
24 certify the existing trunk groups. The current language allows for the
25 establishment of these trunks and is for the mutual benefit of ITC^DeltaCom and

1 BellSouth customers.

2
3 **Q: WHAT IS BELL SOUTH'S POSITION?**

4 **A:** BellSouth argues the information and services are available in its access tariff.
5 However, BellSouth's access tariff only contains BellSouth operator service
6 products. The tariff provides products that are for carriers that do not have their
7 own operator center. The tariff does not offer language or interconnection rates,
8 terms and conditions for operator center to operator center connections.
9

10 **Q: WHY ARE THESE TRUNKS IMPORTANT? CAN YOU GIVE AN EXAMPLE OF**
11 **WHAT COULD HAPPEN IF THESE TRUNKS WERE DISCONNECTED WITH**
12 **THE IMPLEMENTATION OF THE NEW INTERCONNECTION LANGUAGE?**

13 **A:** Take the example where a BellSouth customer needs to reach an ITC^DeltaCom
14 customer on an emergency basis. The BellSouth Customer would dial 0 to reach
15 a BellSouth operator. That BellSouth operator needs to have the capability of
16 reaching an ITC^DeltaCom operator so that the ITC^DeltaCom operator can
17 either intercept, verify busy or otherwise reach the ITC^DeltaCom customer.
18

19 This example also works in reverse. If an ITC^DeltaCom customer needs to
20 reach a BellSouth customer, our operator center should be able to directly reach
21 a BellSouth operator. Without these trunks, the operator centers have no
22 reasonable way to communicate with each other.
23

1 **Q: ARE THESE TRUNK FACILITIES IN PLACE TODAY?**

2 A: Yes. In fact, the trunks were set up as two-way trunks designed to allow for such
3 interconnection.
4

5 **Q: WHY CAN'T YOU DO AS BELL SOUTH SUGGESTS AND ORDER**
6 **BELL SOUTH SERVICES AND HAVE YOUR OPERATORS DIAL "0" VIA**
7 **BUSINESS LINES OR OTHER PRODUCT?**

8 A: This trunking arrangement is for the mutual benefit of the two operator service
9 platforms so that both companies can service their consumers. This is not a
10 service or individual retail product but is an integral part of connecting two local
11 companies that each have their own operator center. I will add that
12 ITC^DeltaCom does pay BellSouth for 100% of the transport costs for this mutual
13 arrangement.
14

15 BellSouth's position treats ITC^DeltaCom as a retail customer and not as a
16 carrier. Under BellSouth's proposal, ITC^DeltaCom would have to order operator
17 services from BellSouth out of BellSouth's FCC access tariffs. As to the reverse,
18 BellSouth has indicated that the BellSouth customer will be instructed to hang up
19 and dial 911. Ultimately the BellSouth customer, in an emergency basis, would
20 not be able to reach an ITC^DeltaCom customer.
21

22 **Q: WHY IS BELL SOUTH'S DECISION TO NO LONGER INCLUDE RATES,**
23 **TERMS AND CONDITIONS FOR THE INTERCONNECTION OF THE**

1 **OPERATOR SERVICES PLATFORMS A BAD DECISION?**

2 A: ITC^DeltaCom believes this is a step backwards, and the decision impacts our
3 customers equally. The new BellSouth position has changed an understanding
4 the companies have had for many years, without a reasonable business
5 explanation. In an era where emergency and operator services are relied upon,
6 especially when time is of the essence, BellSouth is seeking to undo efficient
7 interconnections. ITC^DeltaCom believes interconnection between
8 telecommunication companies for operator services and emergency services will
9 increase over time.

10
11 **Q: HOW DOES THE REMOVAL OF THIS CONTRACT LANGUAGE IMPACT**
12 **ITC^DELTACOM AND ITS CUSTOMERS?**

13 A: By taking away contract language, previously negotiated and agreed to,
14 BellSouth makes it difficult for ITC^DeltaCom to service its consumers. It is cost
15 prohibitive to have to continually adapt to shifting positions and policies.
16 ITC^DeltaCom incurs increased costs related to system changes and processes,
17 as well as the increased costs of re-training our employees.

18
19 **Q: DOES BELLSOUTH HAVE LANGUAGE IN OTHER CLEC**
20 **INTERCONNECTION AGREEMENTS THAT PROVIDE FOR THE**
21 **CONNECTION OF THE CLEC'S OPERATOR SERVICES TO BELLSOUTH'S**
22 **OPERATOR SERVICES?**

23 A: Yes. The following language, attached as Exhibit B, is language found in the

1 current AT&T/BellSouth interconnection agreements in Florida, Georgia and
2 North Carolina:

3 Each Party shall establish procedures whereby its operator bureau
4 will coordinate with the operator bureau of the other Party in order
5 to provide Busy Line Verification/Busy Line Verification Interrupt
6 ("BLV/BLVI") services on calls between their respective line side
7 end users for numbers that are not ported.
8

9 Also, attached as Exhibit C is BellSouth's non-proprietary response to
10 ITC^DeltaCom's question to BellSouth as to what BellSouth will do when its
11 operator cannot reach an ITC^DeltaCom operator in an emergency situation.
12

13 **Q: HAVE YOU REVIEWED BELL SOUTH'S GENERAL SERVICES SUBSCRIBER**
14 **TARIFF ON BLV AND BLVI AND CAN YOU COMMENT ON WHAT YOU**
15 **READ?**

16 **A:** Yes. BellSouth has the capability to provide its customers with this service in
17 their current tariff. In reviewing the service BellSouth did not indicate any
18 restrictions or conditions that the service would only work on the BellSouth
19 Network. Specifically, in Section A.3.15.2, BellSouth recognizes the need for
20 public safety use and does not charge legitimate public safety sources (crisis
21 centers, medical or law enforcement) for this service. BellSouth's own tariff
22 supports our position of the importance to maintain interconnection between the
23 operator centers and to provide a ubiquitous service for all consumers.
24

25 **Q: IS ITC^DELTACOM ASKING BELL SOUTH TO UNBUNDLE ITS OPERATOR**
26 **SERVICES?**

1 **A:** No. ITC^DeltaCom is seeking to ensure that the BellSouth and ITC^DeltaCom
2 operator centers are able to continue providing emergency operator services and
3 busy line interrupt/verification. ITC^DeltaCom is seeking to ensure that traffic
4 (including operator calls) is exchanged on a reciprocal basis.

5
6 **Q: WHAT SHOULD THE AUTHORITY ORDER ON THIS ISSUE?**

7 **A:** The Authority should require the parties to interconnect such that emergency
8 operator services and busy line interruption/verification continue for the benefit of
9 both ITC^DeltaCom and BellSouth consumers.

10
11 **Issue 47: Reverse Collocation**

12 **Q: SHOULD BELLSOUTH OPERATE UNDER THE SAME RATES, TERMS AND**
13 **CONDITIONS WHEN COLLOCATES IN ITC^DETLACOM'S SPACE?**

14 **A:** Yes. Again, this was an issue in our last arbitration case in Tennessee. Prior to
15 the filing of testimony in Tennessee and prior to the hearing, BellSouth agreed to
16 operate under the same rates, terms and conditions when BellSouth used
17 ITC^DeltaCom space. (See Exhibit D - Testimony of David Thierry in Docket
18 27091 filed with the Alabama Public Service Commission.) To allow BellSouth to
19 use ITC^DeltaCom space without payment is confiscatory.

20
21 **Q: WHEN ITC^DELTACOM DESIRES TO PLACE EQUIPMENT INTO THE**
22 **BELLSOUTH NETWORK, AT A CENTRAL OFFICE, DOES BELLSOUTH GIVE**
23 **THIS SPACE TO ITC^DELTACOM AT NO COST?**

1 A: No, BellSouth charges ITC^DeltaCom for the application to ask for the space,
2 preparation for the space and power requirements and the rent on the use of
3 space and power for our equipment.
4

5 **Q: DOES BELL SOUTH ALSO CHARGE FOR THE PREPARATION OF TIE-PAIR**
6 **CABLES AND INTERCONNECTION BETWEEN THE COLLOCATION AND**
7 **THE BELL SOUTH NETWORK?**

8 A: Yes, that is considered in the preparation charge and ITC^DeltaCom also
9 receives a cross-connect charge whenever we connect to BellSouth or other
10 carriers within the central office.
11

12 **Q: WHEN BELL SOUTH DESIRES TO PLACE EQUIPMENT INTO THE**
13 **ITC^DELTACOM NETWORK, AT A CENTRAL OFFICE, DOES BELL SOUTH**
14 **EXPECT ITC^DELTACOM TO GIVE THIS SPACE TO BELL SOUTH AT NO**
15 **COST?**

16 A: Yes. Today BellSouth expects ITC^DeltaCom to process a request from
17 BellSouth for the space, prepare the space (including power requirements), and
18 allow BellSouth to use the space and power for their equipment at no charge.
19 However, ITC^DeltaCom should be compensated by BellSouth for the
20 processing, preparation and use of ITC^DeltaCom space at the same rates
21 BellSouth charges ITC^DeltaCom.
22

1 **Q: DOES BELLSOUTH ALSO EXPECT ITC^DELTACOM NOT TO CHARGE FOR**
2 **THE PREPARATION OF TIE-PAIR CABLES AND INTERCONNECTION**
3 **BETWEEN THE COLLOCATION AND THE ITC^DELTACOM NETWORK?**

4 A: Yes, BellSouth does not want to pay ITC^DeltaCom for any work, material,
5 service that is associated with BellSouth equipment into the ITC^DeltaCom
6 network.

7
8 **Q: IF BELLSOUTH INSTALLS EQUIPMENT AT AN ITC^DELTACOM POP SITE**
9 **DIRECTLY FOR ITC^DELTACOM'S BENEFIT, WHY SHOULD**
10 **ITC^DELTACOM EXPECT TO BE COMPENSATED FROM BELLSOUTH FOR**
11 **THE PREPARATION AND USE OF SPACE IN ITC^DELTACOM'S**
12 **NETWORK?**

13 A: There are a couple key reasons why ITC^DeltaCom is not the sole beneficiary
14 from the use of the equipment that BellSouth places into the ITC^DeltaCom
15 network. This equipment supports the products and revenue that BellSouth sells
16 to other carriers. BellSouth utilizes this equipment for wholesale customers,
17 where ITC^DeltaCom is the Interexchange provider and BellSouth is the local
18 provider. BellSouth also delivers their own DS3s for BellSouth local originated
19 traffic on this equipment. Finally, BellSouth has previously testified before other
20 state Commissions in arbitration proceedings between itself and ITC^DeltaCom
21 that it is willing to compensate ITC^DeltaCom when Bellsouth collocates within
22 an ITC^DeltaCom owned POP. It appears BellSouth has changed its position.

1 Conversely, when ITC^DeltaCom collocates with BellSouth it is primarily to order
2 BellSouth services and as the Authority is well aware BellSouth receives a
3 significant amount of revenue from the collocations that ITC^DeltaCom deploys
4 into the BellSouth network.

5
6 **Q: WHEN BELLSOUTH SELLS SERVICES TO OTHER CARRIERS THAT NEED**
7 **TO BE DELIVERED TO YOUR CARRIER POP, DOES BELLSOUTH SHARE**
8 **ANY REVENUE OR PAY ITC^DELTACOM ANY COST FOR THEIR PRODUCT**
9 **AND ACTIVITY?**

10 A: No. Again, BellSouth does not pay or compensate ITC^DeltaCom for any use of
11 our network infrastructure associated with BellSouth products or interconnection
12 trunks.

13
14 **Q: THE ISSUE OF COLLOCATION SPACE WITHIN ITC^DELTACOM DEALS**
15 **PRIMARILY WITH ENTRANCE FACILITIES. WHAT IS YOUR DEFINITION OF**
16 **ENTRANCE FACILITIES?**

17 A: Entrance facilities is a transport system with a wide variety of configurations.
18 Typically, entrance facilities are an OC-12 or an OC-48 transport system with
19 DS3 or OC-3 outputs between the CLEC/IXC POP and the BellSouth end office.
20 The entrance facilities are in place so that the IXC/CLEC can order services
21 (UNE and FCC) from BellSouth and so that BellSouth can deliver their local
22 traffic into the ITC^DeltaCom network.

1 **Q: IF YOU INSTALL THE EXACT SAME ENTRANCE FACILITY EQUIPMENT IN**
2 **THE BELLSOUTH NETWORK THAT BELLSOUTH INSTALLED IN YOUR**
3 **NETWORK FOR ENTRANCE FACILITIES, DO YOU HAVE TO PAY**
4 **BELLSOUTH FOR THIS SPACE?**

5 **A: Yes.**

6

7 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

8 **A: Yes.**

EXHIBIT A

Attachment 2

Page 18

- 2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for NewSouth access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. NewSouth will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. NewSouth will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

2.7 Dark Fiber

2.7.1 Definition

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

2.7.2 Requirements

- 2.7.2.1 BellSouth shall make available in a reasonable and non-discriminatory manner, Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has bona fide plans to use the fiber within a two year planning period, there is no requirement to provide said fiber to NewSouth. BellSouth shall provide access to Dark Fiber at any technically feasible point. *
- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at NewSouth's request subject to time and materials charges.
- 2.7.2.3 NewSouth may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.7.2.4 BellSouth shall use its best efforts to provide to NewSouth information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) calendar days for a field based answer, after receiving a request from NewSouth ("Request"). Such request shall not be denied based on the fact that designated locations are not BellSouth end-offices or NewSouth's collocation space. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for NewSouth's use and may not allow any other party to use such media, including BellSouth.
- 2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to NewSouth within thirty (30) business days after it receives written confirmation from NewSouth that the Dark Fiber previously deemed available by BellSouth is wanted for use by NewSouth.

EXHIBIT B

Attachment 3
Page 12

providers, other independent LECs, and CLECs) that directly connect to the access tandem.

- 3.7 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide AT&T its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.
- 3.8 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 3.9 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.
- 3.10 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 3.11 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to customers such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.
- 3.12 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).
- 3.13 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt ("BLV/BLVI") services on calls between their respective line side end users for numbers that are not ported.
- 3.14 A blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.

GA 08/07/01

EXHIBIT C

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 03-00119
ITC^DeltaCom's First Set of Interrogatories
June 12, 2003
Item No. 62
Page 1 of 1

REQUEST: Describe or explain how BellSouth's operator will reach a ITC^DeltaCom operator or customer in an emergency situation and in a busy line interrupt or busy line verification situation.

RESPONSE: When the BellSouth operator receives an emergency request from a customer, the BellSouth operator asks the customer for the city, checks the operator records for the appropriate agency number or connects the customer to directory assistance for the appropriate number and then connects the customer to that agency. The BellSouth operator stays on the line to ensure that the agency is reached.

Busy line interrupt and busy line verification service is an optional service provided to ITC^Deltacom via BellSouth tariff. BellSouth does not subscribe to busy line interrupt or busy line verification service from ITC^Deltacom and BellSouth operators have no provision to contact ITC^Deltacom operators for this service. When a request is received to verify or interrupt an ITC^Deltacom number, the BellSouth operator advises the customer that this is not a number he or she is able to verify or interrupt.

EXHIBIT D

BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF DAVID L. THIERRY
BEFORE THE ALABAMA PUBLIC SERVICE COMMISSION
DOCKET NO. 27001
JULY 6, 1999

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
TELECOMMUNICATIONS, INC. ("BELLSOUTH" OR "THE
COMPANY") AND YOUR BUSINESS ADDRESS.

A. My name is David Thierry. I am employed by BellSouth as Manager -
Interconnection Services. My business address is 675 West Peachtree
Street, Atlanta, Georgia 30375.

Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND
AND EXPERIENCE.

A. My education includes a Bachelor of Arts in Economics from Emory
University, Atlanta, Georgia in June of 1985. My professional career
with BellSouth spans over eleven years and includes experience in the
development of service cost studies, the development of tariffs, and
physical collocation contract negotiations. In my current position, I
supervise the Company's physical collocation contract negotiator and
work with subject matter experts within BellSouth to ensure that our

1 physical collocation contract reflects current federal and state
2 regulations and BellSouth policies.

3
4 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A STATE
5 COMMISSION?

6
7 A. Yes. I testified before the Florida Public Service Commission.

8
9 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

10
11 A. My testimony provides BellSouth's position on a number of collocation
12 issues raised by ITC^DeltaCom ("DeltaCom") in its Petition for
13 Arbitration filed with the Alabama Public Service Commission
14 ("Commission"). Specifically, I am responding to Issues 4(a) through
15 4(d) and 6(d).

16
17 *ISSUE 4(A): SHOULD BELLSOUTH PROVIDE CAGELESS*
18 *COLLOCATION TO ITC^DELTACOM 30 DAYS AFTER A COMPLETE*
19 *APPLICATION IS FILED?*

20
21 Q. IS BELLSOUTH REQUIRED BY THE FEDERAL COMMUNICATIONS
22 COMMISSION'S (FCC) RECENT ADVANCED SERVICES ORDER TO
23 MAKE CAGELESS COLLOCATION AVAILABLE 30 DAYS AFTER A
24 COMPLETE APPLICATION IS FILED, AS DELTACOM ASSERTS IN
25 ITS PETITION?

1
2 A. No. BellSouth is not required by the FCC's Advanced Services Order
3 to provide cageless Collocation within 30 days. In fact, in paragraph 54
4 of the Order, the FCC states, "[w]e do not adopt specific provisioning
5 intervals at this time. We have adopted several new collocation rules in
6 this Order, and we do not yet have sufficient experience with the
7 implementation of these new collocation arrangements to suggest time
8 frames for provisioning." (¶ 54 First Report and Order and Further
9 Notice of Proposed Rulemaking, CC Docket 98-147)

10
11 Q. WHAT IS BELLSOUTH'S PROCESS FOR MAKING COLLOCATION
12 AVAILABLE TO COMPETITIVE LOCAL EXCHANGE CARRIERS
13 ("CLEC")?
14

15 A. BellSouth has a two-phased process: Application phase and Firm
16 Order phase. During the Application phase, BellSouth evaluates
17 whether it has the physical collocation space and necessary support
18 components available to provide physical collocation. During this
19 phase, BellSouth works with the CLEC to solidify technical
20 requirements for the CLEC's installation. BellSouth provides a detailed
21 written response to each collocation application, indicating the cabling
22 distances, manhole locations, floor plan specifications, estimated
23 preparation costs and other technical details. The CLEC has 30 days
24 to review BellSouth's response and return a Bona Fide Firm Order to
25 BellSouth to indicate that the CLEC will proceed with its equipment

1 installation. BellSouth's provisioning interval begins with the receipt of
2 a Bona Fide Firm Order. Each CLEC must successfully complete the
3 Application Phase before BellSouth will accept a Firm Order.

4
5 Q. SHOULD BELLSOUTH BE REQUIRED TO MAKE CAGELESS
6 COLLOCATION AVAILABLE 30 DAYS AFTER DELTACOM'S
7 SUBMISSION OF A BONA FIDE FIRM ORDER?

8
9 A. No. BellSouth's provisioning interval is not controlled by the time
10 required to construct an arrangement enclosure. In fact, when
11 BellSouth has performed the construction of an arrangement
12 enclosure, the activities required to design and construct the enclosure
13 were a relatively minor portion, and not the controlling factor, in the
14 provisioning interval for collocation. BellSouth provides a turn key
15 solution for physical collocation. Included in the overall provisioning
16 interval is the time required to complete the space conditioning, add to
17 or upgrade the heating, ventilation and air conditioning system for that
18 area, add to or upgrade the power plant capacity and power distribution
19 mechanism, and build out network infrastructure components such as
20 the number of cross-connects requested. When the construction of an
21 arrangement enclosure is not required or is not performed by
22 BellSouth, all other collocation area and network infrastructure work
23 must still take place. The absence of enclosure construction has little,
24 if any, bearing on the provisioning interval. BellSouth commits to
25 complete its construction and provisioning activities as soon as

1 possible but, at a maximum, within the intervals specified in the
2 agreement BellSouth has proposed to DeltaCom. I have attached a
3 copy of the proposed agreement as Exhibit DLT-1. Because space
4 preparation and network infrastructure work must be completed
5 regardless of the type of arrangement selected, BellSouth's
6 provisioning intervals of 90 business days under normal conditions or
7 130 business days under extraordinary conditions, are appropriately
8 applied to either enclosed (caged) or unenclosed (cageless) physical
9 collocation.

10

11 **ISSUE 4(B): SHOULD BELL SOUTH BE REQUIRED TO COMPENSATE**
12 **ITC^DELTACOM WHEN BELL SOUTH COLLOCATES IN ITC^DELTACOM**
13 **COLLOCATION SPACE?**

14

15 **Q. WHAT IS YOUR UNDERSTANDING OF THIS ISSUE?**

16

17 **A.** This issue, as stated by DeltaCom, is unclear. BellSouth has no plans
18 to collocate within DeltaCom's collocation space located within a
19 BellSouth central office. I believe DeltaCom is referring to a situation
20 where BellSouth would establish a collocation space within a DeltaCom
21 premises, for purposes of Local Interconnection.

22

23 **Q. WHAT IS BELL SOUTH'S POSITION REGARDING COMPENSATING**
24 **DELTACOM TO COLLOCATE WITHIN A DELTACOM PREMISES?**

25

1 A. If DeltaCom is referring to BellSouth's collocating within a DeltaCom-
2 owned Point of Presence ("POP") to establish Local Interconnection
3 ("reverse collocation"), BellSouth has already agreed to pay collocation
4 rates that mirror the rates in the collocation agreement between
5 DeltaCom and BellSouth for DeltaCom's collocation arrangements
6 within a BellSouth central office. In fact, BellSouth has had a reverse
7 collocation agreement in place with DeltaCom since December 15,
8 1998. This reverse collocation agreement is coterminous with the
9 Interconnection Agreement between BellSouth and DeltaCom. As
10 such, BellSouth has planned to replace the existing reverse collocation
11 agreement with a new one that mirrors the new collocation agreement,
12 once the companies have a new collocation agreement in place. For
13 more details regarding this issue, please see Mr. Varner's testimony.

14
15 *ISSUE 4(C): SHOULD ITC^DELTACOM AND ITS AGENTS BE SUBJECT*
16 *TO STRICTER SECURITY REQUIREMENTS THAN THOSE APPLIED TO*
17 *BELLSOUTH'S AGENTS AND THIRD PARTY OUTSIDE CONTRACTORS?*

18
19 Q. IN ITS PETITION, DELTACOM STATES: "THE SAME SECURITY
20 PROCEDURES SHOULD BE APPLIED TO ITC^D AS THAT WHICH
21 BST APPLIES TO ITSELF AND ITS AGENTS AND THIRD PARTY
22 CONTRACTORS." WHAT IS BELLSOUTH'S POSITION?

23
24 A. BellSouth agrees with DeltaCom. BellSouth imposes the same level of
25 security on CLEC employees given access to BellSouth central offices

1 as it imposes on its own employees, agents or approved third party
2 vendors.

3
4 Q. ARE BELL SOUTH'S SECURITY REQUIREMENTS IMPOSED UPON
5 BELTACOM MORE STRICT THAN THOSE APPLIED TO ITS
6 EMPLOYEES OR THIRD PARTY VENDORS?
7

8 A. No. As I stated above, BellSouth imposes the same level of security on
9 CLEC employees given access to BellSouth central offices as it
10 imposes on its own employees, agents or approved third party vendors.
11

12 Q. WHAT ARE THE SECURITY MEASURES BELL SOUTH UTILIZES
13 WITH CLEC EMPLOYEES GIVEN ACCESS TO BELL SOUTH
14 CENTRAL OFFICES?
15

16 A. These security measures are as follows: (1) BellSouth requires the use
17 of Card Reader and/or Key access to its central office premises. For
18 this access, BellSouth requires submission of an application containing
19 the social security number of the individual to which the card/key will be
20 assigned. (2) BellSouth has developed security training that it requires
21 CLECs to provide to its employees prior to their being given access to
22 BellSouth central offices. (3) BellSouth requires the CLEC to perform a
23 criminal background check of each CLEC employee being considered
24 for access to a BellSouth central office.
25

1 Q ARE BELL SOUTH'S SECURITY REQUIREMENTS IN COMPLIANCE
2 WITH THE FCC'S ORDER?
3

4 A. Yes. BellSouth has a right and an obligation to put in place security
5 requirements to protect its network. The FCC recognizes the
6 importance of an ILEC's security obligations in its recent Order 99-48.
7 In pertinent part, the FCC states:
8

9 "We [FCC] conclude, based on the record, that incumbent LECs
10 may impose security arrangements that are as stringent as the
11 security arrangements that incumbent LECs maintain at their
12 own premises either for their own employees or for authorized
13 contractors. To the extent existing security arrangements are
14 more stringent for one group than for the other, the incumbent
15 may impose the more stringent requirements" (FCC 99-48, ¶
16 47).
17

18 *ISSUE 4(D): WHETHER BELL SOUTH SHOULD BE PERMITTED TO*
19 *RECLAIM COLLOCATION SPACE IF BELL SOUTH BELIEVES THAT*
20 *ITC^DELTA^COM IS NOT FULLY UTILIZING SUCH SPACE?*
21

22 Q. WHY DOES BELL SOUTH PROPOSE CONTRACT LANGUAGE THAT
23 ALLOWS IT TO RECLAIM COLLOCATION SPACE?
24
25

1 A. BellSouth imposes this restriction to protect valuable Central Office
2 space from being "warehoused" by any one collocater. BellSouth
3 imposes this restriction in compliance with two FCC guidelines. In its
4 First Report and Order, the FCC states that "restrictions on
5 warehousing of space by interconnectors are appropriate. Because
6 collocation space on incumbent LEC premises may be limited,
7 inefficient use of space by one competitive entrant could deprive
8 another entrant of the opportunity to collocate facilities or expand
9 existing space" (FCC 96-325, ¶586). The FCC also states that
10 "Incumbent LECs may not ... reserve space for future use on terms
11 more favorable than those that apply to other telecommunications
12 carriers seeking to hold collocation space for their own future use"
13 (FCC 96-325 ¶ 604).

14

15 Pursuant to these FCC guidelines, BellSouth allows collocaters to
16 occupy space to accommodate a two-year forecast. BellSouth's
17 proposed language states that, should DeltaCom not use 50% or 100%
18 of its collocation space (by end of year 1 and year 2 of a two-year
19 contract, respectively), BellSouth may reclaim the unused space.
20 BellSouth will allow DeltaCom to share a caged collocation
21 arrangement to meet these space utilization standards.

22

23 **ISSUE 6(D): WHAT SHOULD BE THE APPROPRIATE RATE FOR**
24 **CAGELESS/SHARED COLLOCATION IN LIGHT OF THE RECENT FCC**
25 **ADVANCED SERVICES ORDER?**

1

2 Q. PLEASE DESCRIBE, IN GENERAL, THE RATE STRUCTURE
3 PROPOSED BY BELL SOUTH?

4

5 A. Yes. The proposed agreement contains elemental rates that allow
6 DeltaCom to purchase cageless collocation and shared caged
7 collocation pursuant to the FCC's recent Order 99-48. The majority of
8 the rates in the proposed agreement were established by the
9 Commission in Docket No. 26029, the generic UNE proceeding.
10 Additionally, BellSouth has included rate elements for collocation
11 options it developed for other CLECs (e.g., fiber cross-connects, wire
12 mesh enclosures, standardized space preparation charges) and for
13 items which incorporate the FCC's new collocation rules (e.g., security
14 access, space availability report). The proposed rates for fiber cross-
15 connects, pre-existing POT bays, and wire mesh enclosures are based
16 upon TELRIC studies. These elements are addressed in the testimony
17 of BellSouth witness Ms. Caldwell. The remaining rates are proposed
18 interim rates which were developed using cost estimates or existing
19 FCC tariff rates. These rates are offered subject to true-up, upon
20 approval of final rates by this Commission. BellSouth witness Mr.
21 Varner further addresses the proposed interim rates in his testimony.

22

23 Q. HAS BELL SOUTH PROPOSED RATES FOR CAGELESS
24 COLLOCATION THAT ARE IN COMPLIANCE WITH THE FCC'S
25 RECENT ADVANCED SERVICES ORDER?

1

2 A.

Yes. The agreement BellSouth proposed to DeltaCom (Exhibit DLT-1) contains an elemental rate structure which allows DeltaCom to order cageless collocation in increments of one bay and is thus in compliance with the FCC's Order. BellSouth's rates, established by this

Commission in the generic UNE proceeding, appropriately apply to physical collocation whether an arrangement is enclosed (caged) or unenclosed (cageless). For example, BellSouth must perform the same review and analysis of its central office and determine its ability to provide collocation regardless of whether an arrangement is enclosed or unenclosed. BellSouth's Application fee, as approved by this Commission, recovers BellSouth's cost for such review and analysis.

Additionally, BellSouth charges for floor space on a per square foot basis, charges for power on a per amp basis and requires payment for cross-connects and entrance cable installation on a per connection basis, only upon request.

17

Under this elemental rate structure, should DeltaCom desire a caged enclosure, DeltaCom would contract directly with its certified vendor to construct a cage. In either case, BellSouth would not assess any enclosure fees. As noted in the rate matrix contained in exhibit DLT-1, an enclosure fee is applicable only for arrangements requested prior to 6-1-99, and then only where BellSouth constructed the arrangement enclosure. The elemental billing approach proposed by BellSouth

25

So any Δ's
or arguments
for cageless
are available
now-
today? *[initials]*

1 allows DeltaCom to order cageless collocation by simply requesting
2 and paying for collocation rate elements only in the quantity it needs.
3

4 Q. HAS BELL SOUTH PROPOSED RATES FOR SHARED CAGED
5 COLLOCATION THAT ARE IN COMPLIANCE WITH THE FCC'S
6 RECENT ADVANCED SERVICES ORDER?
7

8 A. Yes. As with cageless collocation, the elemental rate structure
9 BellSouth proposed to DeltaCom complies with the FCC's Order
10 regarding shared caged collocation arrangements. The terms under
11 which DeltaCom may share a caged collocation arrangement are
12 specified within Section 3.3 of the proposed agreement. Where
13 DeltaCom elects to share a caged collocation space, DeltaCom would
14 establish itself as the "Host" collocator. As the Host, DeltaCom may
15 allow other telecommunications carriers ("Guests") to share its caged
16 collocation arrangement, where such an arrangement is not prohibited
17 by local building codes or pre-existing lease terms, should the
18 BellSouth central office be located within a leased space. While
19 DeltaCom remains accountable to BellSouth for the rates and charges
20 associated with the shared caged space, DeltaCom may negotiate
21 directly with its Guest collocator(s), pursuant to the FCC's new rules,
22 for the allocation of collocation expenses (e.g., floor space, power,
23 application fees). This arrangement allows DeltaCom to incorporate by
24 reference, in its agreement with its Guest(s), the rates, terms and
25 conditions of the agreement between DeltaCom and BellSouth. Within

1 the shared caged arrangement, the Host and Guest may either share
2 power and interconnection facilities or may separately arrange such
3 connections with BellSouth. In sum, the elemental rate structure
4 proposed by BellSouth, in conjunction with the terms and conditions
5 contained in Section 3.3 of the proposed agreement, incorporates the
6 FCC's new rules regarding shared caged collocation arrangements.
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8 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

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10 A. Yes.
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